

REQUEST FOR PROPOSAL

COUNTY OF SAN BERNARDINO
PURCHASING DEPARTMENT

Date: December 10, 2008

Proposal No. **K-44**

Page 1 of 11 Pages

Materials and/or Services: **Trailer Mounted Pump 6"**

To Be Delivered To: County of San Bernardino
Public Works Operations
825 E. 3rd Street
San Bernardino, CA 92415-0845

Submit each individual proposal in separate sealed envelope with proposal number marked on outside to:

County Purchasing Agent
777 East Rialto Avenue
San Bernardino, CA 92415-0760
BEFORE: Thursday, January 22, 2009, 2 PM

For further information, call: Zachary L. Avey
Deputy Purchasing Agent
(909) 387-2070

INSTRUCTIONS AND CONDITIONS

1. All prices and notations must be typewritten or printed in ink. No erasures permitted. Mistakes may be crossed out and corrections made adjacent, and must be initialed in ink by person signing quotation.
2. State brand, or make, on each item. If quoting an article exactly as specified, the words "or equal" must be stricken out by the vendor. If quoting on other than make, model or brand specified, the manufacturer's name and the catalog number must be given, or descriptive cut and information attached to the quotation.
3. Quote on each item separately. Prices should be stated in units specified herein.
4. Each quotation must be in separate sealed envelope with proposal number on outside, and must be received by County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760 no later than the hour and day specified hereon, at which time it will be publicly opened and read.
5. Time of delivery is a part of the consideration and must be stated in definite terms, and must be adhered to. If time varies on different items, the vendor shall so state in the column provided, opposite each item.
6. Terms of less than 30 days for cash discount will be considered as net.
7. All quotations must be signed with the firm's name and by a responsible officer or employee. Obligations assumed by such signatures must be fulfilled.
8. Unless otherwise definitely specified, the prices quoted herein do not include California Sales or Use Tax. For questions regarding taxes contact the State of California Franchise Tax Board.
9. No charge for packing, drayage, or for any other purpose will be allowed over and above the prices quoted on this sheet.
10. The right is reserved, unless otherwise stated, to accept or reject any or all quotations, or any part thereof, either separately or as a whole, or to waive any informality in a proposal.
11. The County recognizes that price is only one of several criteria to be used in judging a product or service, and the County is not legally bound to accept the lowest quote.
12. Samples of items, when required, must be furnished free of expense to the County; and if not destroyed by tests, will upon request be returned at vendor's expense.
13. In case of default by the vendor, the County of San Bernardino may procure the articles or service from other sources and may deduct from unpaid balance due the vendor, or may collect against the bond of surety, or mail bill for excess costs so paid, and the prices paid by the County of San Bernardino shall be considered the prevailing market prices paid at the time such purchase is made.
14. Cost of transportation, handling, and/or inspection on deliveries, or offers for delivery, which do not meet specifications, will be for the account of the vendor.

15. The vendor shall hold the County of San Bernardino, its officers, agents, servants and employees, harmless and defend same from liability of any nature or kind on account of use of any copyright, or uncopyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used under this quotation.
16. Neither party will be held liable for failure or delay in fulfillment if hindered or prevented by fire, strikes, or Acts of God. (Force Majeure)
17. Quotations are subject to acceptance at any time within the manufacturers model build.
18. Verify your quotations before submission, as they cannot be withdrawn or corrected after being opened.
19. RETURN THIS SHEET WHETHER OR NOT YOU QUOTE A PRICE. If you do not quote, state your reason; otherwise your name may be removed from the mailing list.
20. Accounts paid for transportation of property to the County of San Bernardino are exempt from Federal Transportation Tax. An exemption certificate is not required where the shipping papers show the consignee as San Bernardino County, as such papers may be accepted by the carrier as proof of the exempt character of the shipment.
21. To be considered, each vendor must have an approved Vendor Application on file with the Purchasing Department. Vendors must register online through the County Website at <http://www.sbcounty.gov/purchasing/>.
22. The Vendor agrees to comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Employment Practice Act, Equal Employment Opportunity, San Bernardino County Emerging Small Business Enterprise program, and other applicable Federal, State, and County laws, regulations, and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted. The articles covered by the quotation must conform with safety orders of OSHA, CALOSHA and/or NIOSHA, and OSH-POD.
23. Assignment of the contract by the vendor to other suppliers/contractors must be approved by the Purchasing Agent in writing.
24. Prevailing Wages: Where labor is required for public work as a part of any requirements covered by this request for proposal, pursuant to the provisions of the Labor Code of the State of California, contractor shall pay no less than those minimum wages.
25. Conflict of Interest: Your signature hereon certifies that no County employee, whose position in the County service enables them to influence any award of your offer or any competing offer, shall have any direct or indirect financial interest in any transaction resulting from this request for proposal.
26. Vendors making delivery or providing services on County premises shall carry liability insurance and Worker's Compensation coverage in accordance with the County's Standard Practice requirements.

IMPORTANT: Place signed proposal in envelope, **seal** envelope and show **proposal number** on outside. Return proposal to the County Purchasing Agent, 777 East Rialto Avenue, San Bernardino, CA 92415-0760
PRICES QUOTED F.O.B. DESTINATION UNLESS OTHERWISE STATED.

The following must be filled in by the contractor in submitting his proposal:

Date _____

Company _____

Delivery will be made in _____ days
from receipt of order unless otherwise noted.

Address _____

Cash Discount Terms _____

City & State _____ Zip _____

Signed By _____

Telephone No. (_____) _____

A. STANDARD TERMS AND CONDITIONS

1.0 IMPROPER CONSIDERATION:

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

2.0 INACCURACIES OR MISREPRESENTATIONS:

If in the course of the RFP process or in the administration of a resulting contract, County determines that Vendor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to County, Vendor may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

3.0 EMPLOYMENT OF FORMER COUNTY OFFICIALS:

Vendors are required to provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This list should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business.

For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the Request for Proposal being deemed non-responsive.

4.0 DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS:

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

5.0 DISPUTES RELATING TO PROPOSAL PROCESS AND AWARD:

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

- a. Appeal must be in writing.
- b. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a denial of award can only be brought on the following grounds:

- a. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
- b. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
- c. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Interim Director
County of San Bernardino Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

6.0 PARTICIPATION:

The County desires that the municipalities, school districts, and other tax districts within the state of California, may at their option and through the County Purchasing Agent avail themselves of the contract resulting from this proposal. Upon notice in writing, the Vendor agrees to the extension of the terms of a resultant contract with such Governmental bodies as though they have been expressly identified in this proposal, with the provision that:

- a. Such Governmental body does not have and will not have in force any other contract for like purchases.
- b. Such Governmental body does not have and will not have under consideration for any other contract for like purchases.
- c. Such Governmental body shall make purchases in its own name, make payment direct to the Vendor, and be liable directly to the vendor, holding the County harmless there of.

7.0 ELECTRONIC FUNDS TRANSFERS:

Vendor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Vendor's designated checking or other bank account. Vendor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

8.0 LOCAL PREFERENCE POLICY:

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- a. Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFP/RFB/Quote for any contract, agreement, or purchase order to which it responds;
- b. Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- c. Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the County of San Bernardino location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff may recommend the local vendor for the contract award.

9.0 PRICING:

Proposal pricing will remain open for a 12 month period from the date of award, after the 12 month time has elapsed, the proposal may, at the County's option and with agreement of the manufacturer/vendor, remain open for a maximum of three (3) years. The annual price increase shall not exceed the US Department of Commerce Price Index or documented manufacturers price increases for the type equipment proposed.

10.0 EQUIPMENT:

The objective of our acquisition approach is to ensure that the most capable products are introduced into the using departments, while simultaneously ensuring life cycle affordability. Award of this proposal may be based on, but not limited to, the lowest acceptable proposal utilizing life cycle factors.

The Purchasing Agent, at their discretion, may convene a standards committee (County Ordinance # 3790) to address selection criteria; in such a case, the potential vendors or manufacturer may be required to provide additional information and/or equipment for testing purposes.

The vendor is required to furnish four (4) proposal copies, the original and three (3) copies so marked. All copies must include the same back up material and attachments as the original. Include with your proposal the manufacturer's brochure and specifications of the units you intend to furnish.

All units shall comply with specifications herein and include all options as listed. Unlisted options will be based on dealer cost plus five percent, based on the manufacturer's price list. Additional aftermarket accessories may be secured from the awarded vendor on a case-by-case basis.

Include in your proposal all costs except State of California sales tax. Discounts for early payment or penalties for late payments will not be considered on this proposal.

All deliveries will be checked for compliance with stated specifications; vendors not complying will subject themselves to meet the specifications on delivered units regardless of cost.

The Purchasing Agent, County of San Bernardino, reserves the right to reject any and all proposals or to accept any proposal or portions of any proposal presented which he/she deems best suited to the interest of the County, and is not bound to accept the lowest price. All proposals are to be quoted **F.O.B, San Bernardino, CA 92415**.

All units purchased by the County are to be delivered in customer-ready condition, cleaned, washed, and lubricated, **no exceptions**.

GENERAL INFORMATION	YES	NO	COMMENTS
<p>General: The following specifications describe construction equipment to be used by the Flood Control District, of the San Bernardino County, Department of Public Works. The unit will be a new and currently advertised model built by a well-established manufacturer of this type of machinery. <u>This specification is written towards one manufacturer's design. The intent of the department is not to limit or eliminate proposals but to start with a buildable set of specifications towards a vehicle that the department is seeking.</u> In the event of major failure during the warranty period, the vendor will furnish or reimburse the County for the transportation of the machinery to the vendor's place of business for repairs.</p>			
<p>Warranty: The entire unit(s) and its attachments, as specified, shall be fully warranted from date of delivery for one (1) year or fifteen hundred (1,500) hours, whichever comes first, excluding consumable items such as oil and filters, and normal wear items such as belts, hoses, cutting edges, etc. County staff may perform authorized warranty repairs and receive reimbursement for travel, labor and parts.</p>			
<p>Safety: The successful vendor must certify that they will meet all existing regulations contained in the State of California Construction Safety Orders Vehicle Code and/or OSHA at time of acceptance, for this type of machinery, all applicable California and Federal Vehicle Code, or any other applicable laws or regulations for on- or off-road, and day or night operation.</p>			
<p>Manufacturers' standard warranty shall accompany the unit, together with all the information required by the manufacturer on the warranty form.</p>			
<p>If equipment does not meet minimum specified, vendor will be required to make necessary correction at their expense.</p>			
<p>List the locations of available replacement parts and normal time required for delivery of such parts. Vendor shall guarantee replacement parts and make sure that they are available within 48 hours or less. If parts are not available in this time period, vendor shall reimburse the County for the cost of renting a machine until the part arrives.</p>			
<p>Delivery: Prior to delivery, new vehicle must be completely serviced in accordance with the standard new vehicle "made ready" and the manufacturer's recommendations.</p>			
<p>Vendor: The successful vendor may contact the Operations Equipment Superintendent prior to delivery so that arrangements can be made for pre-delivery inspection on vendor's premises. (If outside a 100 mile radius from San Bernardino site, vendor shall pay travel, lodging and meal expenses for the equipment superintendent and one representative from the Fleet Management Department – QUOTE SEPARATELY). Under no circumstances will a partial delivery of accepted specifications be made. The vendor shall also make available qualified service and operational personnel for post delivery familiarization with the Operations' personnel. The vendor shall include a revisit to the equipment approximately thirty (30) days after it is placed in service. The revisit shall include checking all operating systems for proper operations, adjustments, leaks, or any other defects, at no additional cost to the County. San Bernardino County</p>			

GENERAL INFORMATION	YES	NO	COMMENTS
maintains the right to inspect the equipment, within manufacturer's normal business hours, at any other point during construction. Expenses incurred during non-specified inspection visits will be the responsibility of San Bernardino County.			
The specifications herein shall not be construed in any way to mean the degrading or elimination of accepted standards of engineering and craftsmanship in configuration and construction. If there are conflicting specifications; the one with the higher operations standard will apply. ALL EXCEPTIONS to the specifications contained herein must be on the Proposal Sheet to be considered at the time of award. All subcontractors or suppliers and vendors of attachments to this unit must be listed on the bid sheet. Vendor to be the sole responsible party for equipment, attachments and specialized components.			
Notice: Vendor shall complete the right-hand column indicating specific size and/or make and model of all components when not exactly as specified. State " AS SPECIFIED " if item is exactly as set forth in the left-hand column. Vendor shall supply with the bid a scaled drawing of the unit.			
General Information: Each vendor must indicate their compliance with these specifications by marking "YES" or "NO" in the appropriate column for each paragraph of this specification. Indicating "YES" to a paragraph will mean full compliance; indicating "NO" will mean that an exception is being taken. All exceptions must be fully explained (on a separate page if necessary, titled "EXCEPTIONS", giving a brief reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement will result in the proposal being rejected.			

FAILURE TO COMPLETE THE RIGHT-HAND COLUMN WILL INVALIDATE THIS PROPOSAL

SPECIFICATIONS - 6" SELF PRIMING TRAILER MOUNTED WATER PUMP	YES	NO	COMMENTS
<u>General Description:</u> 6" trailer-mounted "trash" water pump tier III diesel or gasoline engine automatic priming pump. Weight approximately 3,000 lbs			
1. <u>ENGINE:</u> A. 70 hp Minimum B. Engine Hour, oil pressure, temperature Gauges C. Spark arrester Exhaust D. Automatic low water/oil shut down switch			
2. <u>PUMP:</u> A. Suction capable of 50 Feet, 50 foot suction line with trash screen and 100 feet of discharge line B. Capable 25 feet of head C. 1,000 gallons per minute rate @ max suction and head distances. D. 11 inch impeller E. Cast iron with cast chromium impeller F. Dry running oil bath with solid silicon carbide interfaces. G. PET Cock drains to protect pump housings and other water system components from freezing H. Super – quiet pack for use in residential areas I. Quick disconnect hose fittings.			
3. <u>TRAILER:</u> A. One axle, two (2) wheels, tires and a spare of each. Approp GVWR B. Electric/surge brakes C. Turn signals, Brake, reverse and license plate light D. Painted frame E. LoJack (2) F. Pental style hitch G. Adjustable tongue jack H. Hub Odometer			
4. <u>BODY:</u> A. Sound insulated B. All compartments lockable C. 60 gal fuel tank (minimum) D. Lockable fuel cap			
5. <u>MISCELLANEOUS:</u> A. Two (2) parts and operation Manuals B. Four (4) hours on site training at County facility in San Bernardino Valley area.			

PROPOSAL SHEET

DELIVERY _____ DAYS.

EACH @ \$ _____

WARRANTY

MAKE

MODEL

OPTIONS:

San Bernardino County
Department Of Public Works
Vehicle Master File

VEHICLE FILE MAINTENANCE

1. Unit Number	:	_____	Dept. #	_____	21. Tire Ply, etc.	:	_____	Psi:	_____
2. Veh. Year - Make	:	_____ - _____			22. Lugs	:	_____		
3. Vehicle Model	:	_____	Sz:	_____	23. State Inspect.	:	_____		
4. License Plate	:	_____	Class:	_____	24. Unit GVW	:	_____		
5. Serial Number	:	_____			25. Wheel Base	:	_____		
6. Location	:	_____			26. Alternator Mk.	:	_____	Amps	_____
7. Operator	:	_____			27. Brakes	:	_____		
8. Registration #	:	_____			28. Steering	:	_____		
9. Odometer Units	:	_____	Fuel:	_____	29. Spec. Body Mk.	:	_____		
10. Date Purchased	:	_____	Insrvc:	_____	30. Spec. Body Md.	:	_____		
11. Engine Make	:	_____			31. Spec. Equipmt.	:	_____		
12. Engine Model	:	_____			32. *Purchase Price	:	_____		
13. Transmis. Make	:	_____			Current Value	:	_____		
14. Transmis. Model	:	_____			33. Trade in Value	:	_____		
15. Rear End Make	:	_____			34. Deprec./Perd.	:	_____	/pd for	_____ pd
16. Rear End Cap	:	_____	Tons.	_____	35. License/Year	:	_____	/yr or	_____ /pd
17. Front Axle	:	_____			36. Insranc/Year	:	_____	/yr or	_____ /pd
18. Wheel Size	:	_____			37. License Expir.	:	Pd: _____	every	_____ pds
19. Tire Size	:	_____			38. Fuel X-Ref. #	:	_____		
20. Eng. Horsepwr	:	_____			39. Bucket Cu. Yd.	:	_____		

*Total Number of Periods to Depreciate: _____

San Bernardino County
Department of Public Works
Transportation/Flood Control
Vehicle Maintenance Master File

COMPONENT	RECOMMENDED SERVICE INTERVALS	OIL VISCOSITY/TYPE	REFILL CAPACITIES	FILTER/PART NUMBERS
ENGINE				
TRANSMISSION				
TRANSFER CASE				
PTO GEAR BOX				
AUX. GEAR BOX				
DIFFERENTIALS				
FINAL DRIVES				
HYDRAULIC SYSTEM				
CIRCLE DRIVE GEAR BOX				
INTAKE SYSTEM				
COOLING SYSTEM				
OTHER				

TIRE SPECIFICATIONS

TIRE POSITION	TIRE SIZE	TREAD DEPTH (NEW)	TIRE INFLATION (PSI)	WHEEL NUT TORQUE